

IN THE MATTER OF THE ARBITRATION PROCEEDINGS

BETWEEN

LABOR ASSOCIATION OF WISCONSIN,
INC. (ST. CROIX COUNTY LAW
ENFORCEMENT EMPLOYEE'S
ASSOCIATION, LOCAL 108),

Association,

and

ARBITRATOR'S AWARD
Case No. 61603 MIA-2476
Decision No. 30598-A

ST. CROIX COUNTY,

Employer.

Arbitrator: Jay E. Grenig

Appearances:

For the Employer: Stephen L. Weld, Esq.
Weld, Riley, Prenz & Ricci, S.C.

For the Association: Thomas A. Bauer
Labor Association of Wisconsin

I. BACKGROUND

This is a matter of final and binding interest arbitration for the purpose of resolving a bargaining impasse between St. Croix County ("County" or "Employer") and Labor Association of Wisconsin, Inc. (St. Croix County Law Enforcement Employee's Association, Local 108) ("Union" or "Association"). The County is a municipal employer. The Association is the exclusive collective bargaining representative for nonsupervisory law enforcement personnel employed by the County. The County and the Association are parties to a collective bargaining agreement that expired on December 31, 2002.

The parties filed initial proposals on August 19, 2002. On January 29, 2001, the Association filed a petition with the Wisconsin Employment Relations Commission alleging that an impasse existed between it and the County in their collective bargaining and requesting the WERC to initiate arbitration pursuant to Wis.Stat. § 111.77(3).

Final offers were exchanged by the parties and submitted to an investigator for the Wisconsin Employment Relations Commission on December 19, 2002. On April 14, 2003, the WERC certified that the investigation was closed and submitted a list of arbitrators to the parties. The parties selected the undersigned to resolve their dispute. On April 28, 2003, the WERC issued an order appointing the undersigned as the arbitrator.

A hearing was conducted in Hudson, Wisconsin, on June 25, 2003. Upon receipt of the parties' reply briefs, the hearing was declared closed on August 25, 2003.

II. FINAL OFFERS

A. Association

As its final offer (see attached Exhibit A), the Association proposes:

Article 11—Medical Insurance, Section 1

Revise Section 1 as follows:

The County shall provide a contribution of up to \$566.50 per month towards each employee's health insurance program. The County agrees to assume ninety percent (90%) of any health insurance premium increase in the years **2003** and **2004**. At the termination of the contract, the cost of any health insurance increases will be equally split between the parties until a successor agreement is reached. [Proposed revisions underlined and in boldface.]

The successor agreement may include terms to provide for retroactive payment of insurance contributions. The County may, at its option, decide not to withhold payment for the premiums. The County agrees that it will analyze present group health insurance coverage and provide representatives of the Union with all data resulting from said analysis regarding coverage and rates available from a representative number of health carriers. The County agrees to cooperate with the Union in obtaining not less than the existing coverage at the lowest possible price. ~~Effective January 1, 2001~~ **The** co-pay for pharmaceuticals shall be \$5.00 for generic drugs; \$10.00 for brand name drugs and combinations; and no charge for mail-in prescriptions. There will be a \$10.00 co-pay for office calls, up to a

maximum of \$200 per year. There will be a \$50.00 co-pay for emergency room visits. There will be no change in existing policy for nervous, mental, drug, or alcohol treatment, but the County and Association understand that should the County pursue other health insurance carriers/options, the new policy would include State of Wisconsin mandated minimum annual benefits for nervous, mental, drug, or alcohol treatment.

B. COUNTY

As its final offer (see attached Exhibit B), the County proposes:

2. **Article 5, Section 1, Seniority** - Add the following language to the end of Section 1:

In the event that a bargaining unit employee is either promoted to a nonbargaining unit position or is elected Sheriff, the employee may request a two (2) year leave of absence for a promotion or a four (4) year leave of absence if elected Sheriff. The requested is presented to the Public Protection Committee and the Union for review and action. If the request is approved by both entities, the employee may return to his/her previous bargaining unit position without loss of benefits. Seniority will not accrue during the absence.

3. **Article 10** – Add third paragraph to Section 10:04 PTO: to read as follows:

PTO cannot be used in the same pay period in which it is earned.

4. **Article 10, Section 10:07 - Termination in Good Standing** - Add the following language:

. . . OR the employee may elect to convert all of his/her Personal Sick Leave Bank accrued time into a cash-equivalent to be used to pay monthly premium s of health insurance. At the employee's option s/he can pay a percentage of the monthly insurance premium in cash and the additional percentage (to equal 100%) would be paid from the accumulated funds set forth herein until such time as the PTO bank is depleted. The percentage rates as determined by the employee can be adjusted once annually, when the Finance Department sends out notices to the employees (usually in January). The designated contribution paid from the accumulated

funds held by the County cannot be less than twenty-five percent (25%). To be eligible for this, an employee must . . .

5. **Article 10, Section 10:11 - Probationary Period** – Create to read as follows:

An employee who does not successfully complete his/her probationary period is not eligible for a pay-out of PTO upon termination.

6. **Article 11, Section 1, Medical Insurance** - Revise to read as follows:

Effective with the December, 2002 payment for January, 2003 coverage, the employer will pay ninety percent (90%) of the total monthly health insurance premium; the employee will pay ten percent 10% of the total monthly health insurance premium. At the termination of the contract, the cost of any health insurance increases will be equally split between the parties until a successor agreement is reached.

7. **Article 12, Section 1, Funeral Leave** - Revise second sentence to read as follows:

Paid funeral leave shall commence the day following the death of employee's immediate relative, but in no event will more than five (5) days be paid and only for those days the employee lost work and not for those days an employee is not required to work.

8. **Article 12, Section 3, Schedule for Funeral Leave** – Add to the “up to 5 days” section . . . Brother, Sister, Grandparent

9. **Article 13, Clothing Allowance** - Revise last sentence to read as follows:

The Investigators shall be granted a clothing allowance of \$350 per year for 2003 and \$375 per year for 2004, payable in two (2) installments in lieu of uniform maintenance.

10. Revise Exhibit B to read as follows:

Filling of the Position of Primary Services Deputy

Whenever the County determines that a vacancy or new position as a Primary Services Deputy is to be filled, said vacancy or new position shall be posted for seven (7) calendar days in overlapping weeks on the bulletin board provided by the County for Association use. The posting shall set forth the job duties and responsibilities, required qualifications, and rate of pay. Interested bargaining unit employees shall make application to the Personnel Office. The County may, at its discretion, provide for additional recruitment of the vacancy or new position to the general public.

Qualifications Necessary to Apply:

An applicant must be a Certified Law Enforcement Officer in the State of Wisconsin. If the applicant is a current employee in the Sheriff's Department, s/he must have a minimum of one (1) year of continuous service as an officer in the department. Qualifying positions include Corrections Officer II, Security Officer 11, Court Officer, investigator, and Process Server. Continuous years of service does not include time spent in the reserves or auxiliary services, or time spent in a temporary (non-benefit) position. If the applicant is not a current employee in the Sheriff's Department, s/he must have a minimum of three (3) years of continuous law enforcement service in which s/he is a certified law enforcement officer, and, if not from the State of Wisconsin, must be able to claim Certified Law Enforcement Officer status in the State of Wisconsin prior to starting employment with the County.

The Selection Process:

Phase 1--Written Test - All applicants will be given an opportunity, at a selected date, time, and location, to complete a knowledge and skills-related test which reflects the duties, responsibilities, and know-how necessary to perform the job of Primary Services Deputy. No candidate scoring below the 70% correct level will be permitted to continue in the selection process. The test will count for a maximum of thirty (30) of the points.

Phase 2- Interview - The top ten scoring applicants (or less if there are fewer qualifiers) will be asked to participate in the interview process. The Interview Panel will include one (1) representative from the Personnel Department, one (1) representative from the

Public Protection Committee, one (1) representative from management in the Sheriff's Department and two (2) representatives from area Sheriff's Departments. Each member of the Interview Panel will rate the candidates in order from first choice to last choice. The interview will count for a maximum of sixty (60) of the points.

Phase 3 Union Credit - Once phase one and phase two of the Selection Process have been completed, participants who are members of the local LAW Union on or before December 31, 2002 shall receive an additional union credit for years of service-to be added to the composite scores as developed by the Personnel Department. The Union Credit is as follows:

completed	1 to 3 years of service	2 points/year
completed	4-5 years of services	4 points/year
completed	6+ years of services	5 points/year to a maximum of 35 points

The maximum score for Phase I is 30 points; the maximum score for Phase 2 is 60 points. The Personnel Department provides the Sheriff with a list of the top three candidates from which he makes the final selection. If more than one vacancy exists, the Sheriff makes the final appointment from the list with an additional name being added so that the Sheriff always has three (3) candidates from which to make his/her selection (assuming that there are that many candidates). The eligibility list is valid for twelve (12) months from the date it was established.

Filling of the Positions of Court Officer and Process Server

Whenever the County determines that a vacancy or new position as a Court Officer or Process Server is to be tilled, said vacancy or new position shall be posted for seven (7) calendar days in overlapping weeks on the bulletin board provided by the County for Association use. The posting shall set forth the job duties and responsibilities, required qualifications, and rate of pay. Interested bargaining unit employees shall make application to the Personnel Office.

Qualifications Necessary to Apply:

An applicant must be a Certified Law Enforcement Officer in the State of Wisconsin, Must be currently employed in a qualifying position in St. Croix County and must have a minimum of one (1) year of continuous service as an officer in the department. Qualifying, positions include Corrections Officer 11, Security Officer 11, Court Officer, Primary Services Deputy, Investigator, and Process Server. Continuous years of service does not include time spent in the reserves or auxiliary services, or time spent in a temporary (non-benefit) position.

The Selection Process: The selection process will consist of a three-phase procedure to develop a composite score.

Phase 1- Written Test - All applicants will be given an opportunity, at a selected date, time, and location, to complete a knowledge and skills-related test which reflects the duties, responsibilities, and know-how necessary to perform the job. No candidate scoring below the 70% correct level will be permitted to continue in the selection process. The test will count as one-fourth (1/4) of the total score.

Phase 2 - Interview - The top ten scoring applicants (or less if there are fewer qualifiers) will be asked to participate in the interview process. The Interview Panel will include one (1) representative from the Personnel Department, one (1) representative from the Public Protection Committee, one (1) representative from management in the Sheriff's Department and two (2) representatives from area Sheriffs Departments. Each member of the Interview Panel will rate the candidates in order from first choice to last choice. The interview will count as one-half (1/2) of the total score.

Phase 3 – Departmental Evaluation - The departmental evaluation is completed by management in the Sheriffs Department, with input from the management staff and other related managers. The evaluation will consist of such items as: work history, self-motivation. report-writing ability. A copy of the evaluation form is included in the Appendix. The departmental evaluation counts as one-fourth (1/4) of the total score.

Composite scores are developed by the Personnel Department using the three-phase procedure. When candidates are determined to be substantially equal, seniority shall be the determining factor. The Personnel Department provides the Sheriff with a list of the top three candidates from which he makes the final selection. If more than one vacancy exists, the Sheriff makes the final appointment from the list with an additional name being added so that the Sheriff always has three (3) candidates from which to make his/her selection (assuming that there are that many candidates). The eligibility list is valid for twelve (12) months from the date it was established.

11. Effective January 1, 2003, the positions of Primary Services Deputy, Security Officer 11, Process Server, Investigator, and Court Officer will receive an across-the-board adjustment
12. **Sideletter Agreement Regarding Huber Law Officer - Revise** by adding the following sentence:

The Huber Officer will receive 25¢ per hour in addition to the regular Corrections Officer II hourly rate.

13. **Sideletter Agreement Regarding Field Training Officer - Revise** as follows:

Field Training Officers assigned to assist new Corrections Officers and road deputies with training and orientation shall receive an additional ~~one dollar and fifty cents (\$1.50)~~ **two dollars (\$2.00)** per hour for all hours worked performing training duties.

III. STATUTORY CRITERIA

111.77. Settlement of disputes in collective bargaining units composed of law enforcement personnel and fire fighters. In fire departments and city and county law enforcement agencies municipal employers and employees have the duty to bargain collectively in good faith including the duty to refrain from strikes or lockouts and to comply with the procedures set forth below:

...

(6) In reaching a decision the arbitrator shall give weight to the following factors:

(a) The lawful authority of the employer.

(b) Stipulations of the parties.

(c) The interests and welfare of the public and the financial ability of the unit of government to meet these costs.

(d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:

1. In public employment in comparable communities.

2. In private employment in comparable communities.

(e) The average consumer prices for goods and services, commonly known as the cost of living.

(f) The overall compensation presently received by the employees, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

(g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

(h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

...

IV. POSITIONS OF THE PARTIES

A. THE ASSOCIATION

It is the Association's position that its final offer more closely reflects the settlements in surrounding communities. The Association suggests that, in addition to those comparable employers established by Arbitrator Krinsky (*see St. Croix County (Sheriff's Dept.)*, Dec. No. 25635-A (Krinsky 1989)), the comparables should include the cities of Hudson, River Falls, and New Richmond. It argues that law enforcement officers in those communities work on a day-to-day basis with county officers. The Association contends that the cities in its comparable compete with the County for the same job applicants and the economic conditions under which the cities operate are similar to the economic conditions found in the County.

The Association argues that the 3.0% wage rate agreed to by the parties for 2003 is below the average increase voluntarily granted in the Association's comparables. The Association stresses that it desires to maintain the status quo concerning health insurance contributions and has maintained a lower wage proposal in order to do so.

According to the Association, the County's final offer is not in the best interests and welfare of the public. It claims the County has "stacked" its final offer with economic modifications that provide hidden costs to the taxpayers of St. Croix County. The Association says that the County's personal time off (PTO) proposal does not allow PTO to be used in the period in which it is earned, restricting the use of a contractual benefit currently enjoyed by bargaining unit employees. Asserting that the impact of County Proposal No. 4 is unknown, the Association concedes that it would be a benefit to bargaining unit employees.

With respect to the health insurance premiums, the Association argues that the County's final offer is essentially a take away from the bargaining unit. It says that bargaining unit members would be required to contribute an additional \$56.65 per month toward the health insurance premiums or \$679.80 per year. The Association asserts that, when the increase in premiums is considered, employees in the bargaining unit are getting less than the cost of living. The Association also notes that, unlike any of the comparable communities, employees in the bargaining unit pay equal premiums for both single and family coverage.

The Association objects to the language change with respect to hiring road deputies because it claims the jailers were hired with the understanding that working in the jail would lead to road deputy positions.

The Association disagrees with the County's assertion that the parties reached a tentative agreement on August 21, 2002. The Association points out that its witness

stated that at the August 2002 meetings they stated that they could not recommend the tentative agreements to the Association members because they knew that a clear majority (Corrections Officers) would not agree to the wage proposals or the language on filling primary services deputy positions.

The Association concludes that the County has not demonstrated a compelling reason for the imposition of an increase in the amount an employee would be required to contribute towards the cost of health insurance premiums.

B. THE COUNTY

The County argues that its final offer should be selected because its final offer maintains the integrity of the collective bargaining process. According to the County, its final offer represents the settlement reached on August 21, 2002. It says that the Association's final offer omits nearly all the previously agreed upon changes.

The County points out that the County Personnel Director and the County Personnel Committee Chairman testified that there was a tentative agreement reached in August 2002. Because the parties' bargaining teams would not have reached agreement on a voluntary settlement unless it was inherently reasonable, the County argues that arbitrators have consistently held that settlements between negotiating parties provide sound guidance to neutrals in fashioning arbitration awards. The County suggests that the worst thing that could happen to the Association leadership is an award that rewards the Union membership for reneging on the settlement.

The County proposes that the external comparables be the 11 counties determined by Arbitrator Krinsky to be comparable. *See St. Croix County (Sheriff's Dept.)*, Dec. No. 25635-A (Krinsky 1989). Arbitrator Krinsky designated Polk County, Pierce County, Barron County, Dunn County and Chippewa County as the primary comparability group. He also determined that Eau Claire County, Pepin County, Barron County, and Dunn County were appropriate secondary comparables.

With respect to its health insurance proposal, the County contends that the increasingly high cost of health insurance justifies a change in the level of employee contributions. It points out that the County's composite health insurance premiums for its PPO plan increased 139% between 1999 and 2003. According to the County, even with the additional 33¢ per hour health insurance premium contributions, there is a significant increase in wages.

The County says that its final offer provides an appropriate quid pro quo for its proposed changes in health insurance and selection language. It stresses that the 2% additional across-the-board wage increase for all employee classifications, except the Corrections Officers, and the 0.75% additional across-the-board wage increase for the Cor-

rections Officers are exactly the increases the Union bargaining team requested as quid pro quo at the August 21 bargaining session.

It is the County's position that its proposed change in the selection language for filling primary services deputy positions is needed to be able to hire experienced deputies and reduce constant turnover in the jail. According to the County, the existing language effectively prevents the County from hiring experienced law enforcement officers to fill Primary Services (road) deputy vacancies unless no existing employees wish to be promoted or do not have a year of seniority. Generally, the employees seeking promotion to the road deputy classification are Corrections Officer IIs. As a result, there is continual turnover in the jail. The County says that the proposed language calls for "union credit," awarding points for years of service for those jailers hired before December 31, 2002.

With respect to the personal time off (PTO) proposal, the County contends that the language regarding when PTO cannot be used is simply an attempt to clarify an existing practice. As to new hires, the County believes that compensating probationary employees who leave County employment with a PTO payout is not a priority.

The County asserts that the interests and welfare of the public are better served by an increased employee contribution toward health insurance and modification of the selection process for filling deputy positions.

V. FINDINGS OF FACT

A. Lawful Authority of the Employer

There is no contention that the County lacks the lawful authority to implement either offer.

B. Stipulations of the Parties

While the parties were in agreement on many of the facts, there were no stipulations with respect to the issues in dispute. They have, however, reached agreement on a number of issues not in dispute here. See attached Exhibit C.

The parties have agreed to a three percent wage increase effective January 1, 2003, and January 1, 2004. They agreed to a two-year contract effective January 1, 2003, through and including December 31, 2004.

C. The Interests and Welfare of the Public and the Financial Ability of the Unit of Government to Meet these Costs

This criterion requires an arbitrator to consider both the employer's ability to pay either of the offers and the interests and welfare of the public. The interests and welfare

of the public include both the financial burden on the taxpayers and the provision of appropriate municipal services. There is no contention that the County lacks the financial ability to pay either offer.

The public has an interest in keeping the County in a competitive position to recruit new employees, to attract competent experienced employees, and to retain valuable employees now serving the County. Presumably the public is interested in having employees who by objective standards and by their own evaluation are treated fairly. What constitutes fair treatment is reflected in the other statutory criteria.

D. Comparison of Wages, Hours and Conditions of Employment

1. Introduction

The purpose in comparing wages, hours, and other conditions of employment in comparable employers is to obtain guidance in determining the pattern of settlements among the comparables as well as the wage rates paid by these comparable employers for similar work by persons with similar education and experience.

2. External Comparables

a. Introduction

Once an interest arbitrator has determined comparable employers, disruption of the established comparables should be discouraged. An established comparability group should be maintained and the burden of persuasion to change an established comparability group rests on the party that wants to make the change. *See Janesville School Dist.*, Dec. No. 22823-A (Grenig 1986). Continuity and stability of the comparables is important to provide the parties with an appropriate grouping upon which to base its comparisons from year to year. The use of different comparison groups from contract to contract encourages the parties to go comparable shopping. *City of Marshfield (Firefighters)*, Dec. No. 29027-A (Grenig 1997). The Association has not demonstrated a change in circumstances since 1989 justifying a change in the comparable communities.

In addition, arbitrators have historically distinguished between county and city law enforcement officers in establishing comparables. *See, e.g., City of Wisconsin Rapids (Police)*, Dec. No. 30175-A (Michelstetter 2002); *City of Algoma (Police)*, Dec. No. 29399-A (Dichter 1998). Thus, the addition of the cities proposed by the Association is not appropriate in this case.

Accordingly, Polk County, Pierce County, Barron County, Dunn County and Chippewa County are the primary comparability group. Eau Claire County, Pepin County, Barron County, and Dunn County are appropriate secondary comparables.

b. Discussion

The record shows that deputies represented by the Association are wage leaders among the comparables. The wage increase agreed to by the parties will maintain the County's first place among comparable communities. The County is also the wage leader with respect to the jailer positions.

Among the primary external comparables, two counties have no restrictions on filling deputy positions. Chippewa, Dunn, and Pierce Counties are required to hire from within if there are qualified applicants. Two of the secondary comparables have express contract language preventing dispatchers and jailers from being able to post into deputy positions.

3. Internal Comparables

a. Introduction

Internal consistency is less significant when public safety employees are involved, unless they are being compared with other public safety employees such as firefighters. *City of Glendale*, Dec. No. 30084-A (Dichter 2001). However, interest arbitrators usually find that internal comparables rather than external comparables determine the outcome of fringe benefit disputes. *Walworth County Handicapped Children's Board*, Dec. No. 27422-A (Rice 1993); *Monroe County*, Dec. No. 29593-A (Dichter 1999).

Nonetheless, internal comparables have been given great weight with respect to basic fringe benefits. *Winnebago Village*, Dec. No. 26494-A (Vernon 1991). Significant equity considerations arise when one unit seeks to be treated more favorably than others. Ordinarily, employers try to have uniformity of fringe benefits for all their bargaining units because it avoids attempts by bargaining units to whipsaw their employers into providing benefits that were given to other bargaining units for a very special reason. *Village of Grafton*, Dec. No. 51947 (Rice 1995).

b. Discussion

Negotiations between the County and all other represented units have not been completed. A ten percent employee contribution was implemented for the County's nonrepresented employees as of January 1, 2003.

E. Changes in the Cost of Living

The governing statute requires an arbitrator to consider "the average consumer prices for goods and services, commonly known as the cost of living." While a number of arbitration awards suggest that changes in the cost of living are best measured by

comparisons of settlement patterns, such settlements, do not reflect “the average consumer prices for goods and services” and Section 111.77 expressly provides that the “average consumer prices for goods and services, commonly known as the cost of living” must be considered. Despite its shortcomings, the Consumer Price Index (“CPI”) is the customary standard for measuring changes in the “cost of living.” Settlement patterns may be based on a number of factors in addition to changes in the “average consumer prices for good and services.”

The annual increase in the CPI for the period ending December 2002 was 2.4%. The annual wage increases agreed upon by the parties are greater than the increase in the cost of living.

F. Overall Compensation Presently Received by the Employees

In addition to their salaries, employees represented by the Association receive a number of other benefits. While there are some differences in benefits received by employees in comparable municipalities, it appears that persons employed by the County generally receive benefits equivalent to those received by employees in the comparable municipalities.

G. Changes During the Pendency of the Arbitration Proceedings

No material changes during the pendency of the arbitration proceedings have been brought to the attention of the Arbitrator.

H. Other Factors

This criterion recognizes that collective bargaining is not isolated from those factors comprising the economic environment in which bargaining takes place. See, e.g., *Madison Schools*, Dec. No. 19133 (Fleischli 1982). There is no evidence that the County has had to or will have to reduce or eliminate any services, that it will have to engage in long term borrowing, or that it will have to raise taxes if either offer is accepted.

A tentative agreement that has been rejected is entitled to some weight as one of the items under this criterion. *City of Marshfield (Firefighters)*, Dec. No. 27039-A (Krin-sky 1992) (reaching of tentative agreement is evidence that the negotiators mutually viewed the tentative agreement as a reasonable compromise of their differences); *City of Wauwatosa (Firefighters)*, Dec. No. 278690A (Flaten 1994) (tentative agreement must have contained a certain degree of reasonableness or the parties never would have agreed to it on a tentative basis in the first place). See also *DeSoto School Dist.*, No. 21184-A (Malamud 1984) (rejection of tentative agreements carries with it the potential of seriously undermining the credibility of the bargaining representative and/or bargaining committee of the party rejecting the agreement). However, the party asserting the exis-

tence of a tentative agreement has the burden of proving that there was the parties did in fact tentatively agree.

VI. ANALYSIS

A. Introduction

While it is frequently stated that interest arbitration attempts to determine what the parties would have settled on had they reached a voluntary settlement (See, e.g., *D.C. Everest Area School Dist. (Paraprofessionals)*, Dec. No. 21941-B (Grenig 1985) and cases cited therein), it is manifest that the parties' are at an impasse because neither party found the other's final offer acceptable. The arbitrator must determine which of the parties' final offers is more reasonable, regardless of whether the parties would have agreed on that offer, by applying the statutory criteria. In this case, there is no question regarding the ability of the County to pay either offer. The most significant criterion here is a comparison of wages, hours and conditions of employment.

The record discloses that the parties began bargaining for the successor agreement on August 19, 2002. On that date, the parties reached what the County characterizes as a "tentative agreement." Both the County's Personnel Director and the Personnel Committee Chairman testified that an agreement was reached on August 21. The Association disagrees with that characterization. Whatever the characterization, the matter under discussion included three County proposals. See Nos. 6, 10, 3, and 5 of the County's Final Offer. The matter discussed also included numerous Association proposals. See Nos. 2, 4, 7, 8, 9, 12, and 13 of County's Final Offer. The parties also discussed a three percent wage increase in both 2003 and 2004, as well as an across-the-board adjustment of 1.5% on January 1, 2003, for the Primary Services Deputy, Security Officer II, Process Server, Investigator, and Court Officer classifications. This matter under discussion did not provide an adjustment for Corrections Officers. See no 11, County's Final Offer. A draft of the matter discussed was compiled by the County Personnel director and e-mailed to all members of the parties' negotiating teams before the August 21 meeting.

At the August 21 session, the Association bargaining team requested some modifications to the previously discussed matters. The Union presented testimony that it expressed discomfort with the proposed health insurance language requiring a 50/50 split if the monthly health insurance premium reached \$1,100 during the contract's term. Changes were also made to the provision regarding the selection process for road deputies. At the Association's request, the January 1, 2003, across-the-board adjustment for the Primary Services Deputy, Security Officer II, Investigator, and Court Officer classifications were increased from 1.5% to 2%. When the matter under discussion was presented to the Association membership for ratification, the membership rejected the proposal.

B. Health Insurance

With respect to health insurance, it is clear that substantial increases in health insurance benefit premiums presents a legitimate and significant problem. *Village of Fox Point (Public Works)*, Dec. No. 30337-A (Petrie 2002) (data clearly establish the existence of a legitimate and significant problem requiring attention); *Waukesha County*, Dec. No. 30468-A (Dichter 2003).

County premium contributions have been based on a specific dollar amount of \$566.50 per month. The County also contributes 90% of the premium increase over that amount. The Union's final offer proposes maintaining the same formula for determining contributions. With a few exceptions, the County paid the entire health insurance premium until November 1999. The employees contributed \$8.11 per month (1.25% of the premium cost) from November 1999 through 2001. Premiums increased 25% in 2002 (from \$647.61 to \$810.37 per month). Employee contributions increased from \$8.11 per month to \$24.39 (3% of the premium cost). Another 9.24% premium increase occurred in 2003, increasing premiums to \$885.26 per month and, using the Union's final offer, employee contributions of \$1.88 per month or 3.7% of the premium. It appears that part of the 139% premium increase was caused by the County's underfunding the self-funded health insurance coverage. The County says that it has now implemented a policy guaranteeing that the insurance fund will not be under-funded in the future.

Arbitrators have recognized the validity of employee cost-sharing of insurance premiums in the face of raising health care costs. *See City of Kaukauna (Police)*, Dec. No. 26061-A (Petrie 1990) (recognizing that employee cost-sharing of premiums is a valid means of attempting to control runaway insurance costs); *Elkhart Lake-Glenbeulah School Dist.*, Dec. No. 26491-A (Vernon 1990) (given the extremely high and accelerating cost of health insurance, there is substantial intrinsic appeal to idea that employee should, to some degree, share in the cost); *Village of West Salem*, Dec. No. 26975-A (Johnson 1992) (there is no question that the current trend is in the direction of greater contributions by employees to the cost of health insurance plans); *Cochrane-Fountain City (Support Staff)*, Dec. No. 27234-A (Flagler 1992) (employers in increasing number are coming to realize that no effective health care cost containment can ever be achieved if every successive increase in premiums is automatically absorbed by them alone).

Although the employees represented by the Association already contribute toward the cost of health insurance, they only contribute 10% of the increase in premium costs exceeding \$566.50 per month. When examined in light of the premium contributions made by employees in the comparable counties, this increased contribution is not unreasonable. With the exception of Pepin County, all changes in health insurance costs resulted in a reduction in employer contributions. (In Pepin County, the County's family contribution increased from 80% in 2002 to 85% in 2003. However, the actual dollar cost decreased because the parties agreed to eliminate a costly PPO plan.) The majority

of the comparable counties contributes 90% or less of the premium cost. Using the dollar amount of employee contributions shows that five counties require greater dollar contributions than the County here.

Some arbitrators have held that *qui pro quo* is not necessary when dealing with changes in health insurance. *See, e.g., Cornell School Dist. (Food Service)*, Dec. No. 27292-B (Zeidler 1992); *Walworth County Handicapped Children's Education Bd.*, Dec. No. 27422-A (Rice 1993); *Pierce County (Sheriff's Dept.)*, Dec. No. 28187-A (Friess 1995). Others have concluded that the need for and size of the *quid pro quo* is reduced when rising health insurance premiums are being addressed. *See, e.g., Village of Fox Point (Public Works)*, Dec. No. 30337-A (Petrie 2002); *Waukesha County*, Dec. No. 30468-A (Dichter 2003).

Here, the County's proposal is more reasonable than the Association's. Unlike, the Association's proposal, the County's proposal recognizes legitimate and significant problems presented by substantial increases in insurance benefit premiums. As noted above, arbitrators have recognized the validity of employee cost sharing of insurance premiums. The current trend is in the direction of greater contributions by employees to the cost of health insurance plans. There is no logical reason for the County to absorb an increasing portion of every successive increase in premiums. The portion the County proposes employees to contribute is less than the employee contributions in five of the comparable counties.

C. Selection of Primary Services (Road) Deputies

The present requirement that an applicant for the position of Primary Services Deputy must be currently employed by the County and have a minimum of one year of continuous year of service as an officer in the Department. According to the record, employees seeking promotion to the Primary Services Deputy position generally are Corrections Officer IIs in the jail. The evidence shows that the result is this provision is continual turnover in the staff of the jail. Between 2002 and 2003, the contract language resulted in the transfer of eight deputies in jail positions to road positions. Consequently, the County lost eight experienced jailers and had to hire and train eight inexperienced jailers. The current contract language also prevents experienced law enforcement candidates from filling road deputy positions.

Road deputies must have law enforcement certification—a 400-hour process while jailers must have jailer certification—a 120-hour process. If jailers are promoted, the County is required to have the new road deputies certified. Additionally, according to the evidence, the skills and qualifications required to be a good jailer are not the same as those required to be a good road deputy.

Although the Association objects because some jailers contend that they were hired with the understanding that working in the jail would lead to road deputy positions, the County's final offer provides for "union credit," awarding points for years of service for jailers hired before December 31, 2002. Thus, the service as jailers of employees hired before December 31, 2002, will be recognized under the County's final offer.

With respect to the external comparables, two of the counties (Barron and Polk) have no restrictions on filling deputy positions. Chippewa, Dunn, and Pierce Counties are required to hire from within if there are qualified applicants. Sawyer and Washburn have agreed specifically to exclude dispatchers and jailers from being able to post into deputy positions.

The question of which proposal is more reasonable is closer with this issue. The Association's concern about jailers who took the position with the apparent understanding that they would be able to promote to road deputy positions is genuine. While grandfathering current employees might be preferable to the County's proposal, the Arbitrator has no authority to modify either offer. The County's proposal recognizes the expense and disruption caused by the current contract language and treats the matter in a manner similar to the manner in which the comparable counties treat it. Furthermore, the County does recognize persons employed in the jailer positions before December 31, 2002. The County's proposal does provide "Union credit" for those employees. Accordingly, it is determined that the County's proposal is slightly more reasonable than the Association's.

D. Conclusion

The key proposals in determining which offer is the more reasonable are the proposals relating to health insurance benefits and selection of primary services deputies. As discussed above, the County's proposals relating to these two issues are more reasonable than the Association's. Because it is concluded that the County's proposals are more reasonable than the Association's, it is unnecessary to determine whether or not there was a tentative agreement in August 2002.

VII. AWARD

Having considered all the relevant evidence and the arguments of the parties, it is concluded that the County's final offer is more reasonable than the Association's final offer. The parties are directed to incorporate into their collective bargaining agreements the County's final offer together with the previously agreed items.

Executed at Delafield, Wisconsin, this thirteenth day of October, 2003.

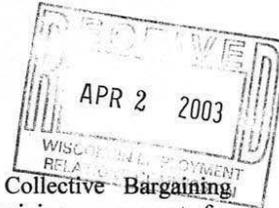
Jay E. Grenig



Labor Association of Wisconsin, Inc.

St. Croix County Law Enforcement
Employees' Association, Local 108

Final Offer



All of the articles/sections of the 2000/2001/2002 Collective Bargaining Agreement shall continue into the successor collective bargaining agreement for 2003/2004, except for the following changes:

1. Change all dates to reflect a 2-year duration, effective January 1, 2003, through and including December 31, 2004.
2. **ARTICLE 11 - MEDICAL INSURANCE** *Effective upon date of signature of Agreement, modify Section 1 as follows:*

Section 1: The County shall provide a contribution of up to \$566.50 per month towards each employee's health insurance program. The County agrees to assume ninety percent (90%) of any health insurance premium increase in the years **2003** and **2004**. At the termination of the contract, the cost of any health insurance increases will be equally split between the parties until a successor agreement is reached.

The successor agreement may include terms to provide for retroactive payment of insurance contributions. The County may, at its option, decide not to withhold payment for the premiums. The County agrees that it will analyze present group health insurance coverage and provide representatives of the Union with all data resulting from said analysis regarding coverage and rates available, from a representative number of health carriers. The County agrees to cooperate with the Union in obtaining not less than the existing coverage at the lowest possible price. ~~Effective January 1, 2001, The~~ co-pay for pharmaceuticals shall be \$5.00 for generic drugs; \$10.00 for brand name drugs and combinations; and no charge for mail-in prescriptions. There will be a \$10.00 co-pay for office calls, up to a maximum of \$200 per year. There will be a \$50.00 co-pay for emergency room visits. There will be no change in the existing policy for nervous, mental, drug, or alcohol treatment, but the County and the Association understand that should the County pursue other health insurance carriers/options, the new policy would include State of Wisconsin mandated minimum annual benefits for nervous, mental, drug, or alcohol treatment.

3. The following tentative agreements (attached) shall be included in the successor collective bargaining agreement:

Exhibit A

~~Appendix A~~

- a. Stipulation of Tentative Agreements of the Parties, dated February 18, 2003.
- b. Side Letter C – Heath Insurance Team.
- c. Side Letter D – Arbitrator Selection.
- d. Side Letter E – Holiday/PTO Payout.

Dated at Appleton, Wisconsin, this 25th day of March, 2003.

By:  3/25/03
Thomas A. Bauer, *Labor Consultant* Date
LABOR ASSOCIATION OF WISCONSIN, INC.

**Stipulation of Tentative Agreements of the Parties
February 18, 2003**

1. Change all dates to reflect a 2-year duration, effective January 1, 2003, through and including December 31, 2004.
2. All classifications in the wage schedule shall receive an across-the-board wage increase of:

January 1, 2003	-	<u>3.0%</u>
January 1, 2004	-	<u>3.0%</u>
3. Sideletter Agreement (new) regarding **Health Insurance Team** – Create to read as attached in the Employer’s Sideletter C (attached).
4. Sideletter Agreements regarding **Arbitrator Selection** (*replacing Amedeo Greco with Coleen Burns*) and **Holiday/PTO Payout** – change dates to reflect agreements during 2003-2004 term.

OK
SW
2/22/03

OK
CAB
2/27/03

~~XXXXXXXXXX~~

SIDELETTER C
SIDELETTER AGREEMENT BETWEEN ST. CROIX COUNTY AND
LAW FOR THE CONTRACT PERIOD 2003-2004
Health Insurance Team

This Sideletter is entered into by and between St. Croix County ("County") and the St. Croix County Law Enforcement Employee's Association, Local 108 ("Union").

The parties hereby agree and stipulate to the following:

For the duration of this contract, LAW will provide a member representative to the County's Health Insurance Team, which will be reviewing health insurance issues, options, and alternatives.

Executed this _____ day of _____, 2003, at Hudson, Wisconsin.

ST. CROIX COUNTY

**ST. CROIX COUNTY LAW
ENFORCEMENT EMPLOYEES'
ASSOCIATION, LOCAL 108**

By: _____

OK
[Signature]
2/28/03

By: _____

OK
[Signature]
2/28/03

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**REVISED
FINAL OFFER
ST. CROIX COUNTY
LAW ENFORCEMENT NEGOTIATIONS**

FEB 25 2003

February 22, 2003

Except as set forth herein, and as set out in the Stipulation of Tentative Agreements dated February 18, 2003, the terms and conditions of the 2000-2002 collective bargaining agreement shall remain in place:

2. **Article 5, Section 1, Seniority** - Add the following language to the end of Section 1:

In the event that a bargaining unit employee is either promoted to a non-bargaining unit position or is elected Sheriff, the employee may request a two (2) year leave of absence for a promotion or a four (4) year leave of absence if elected Sheriff. The request is presented to the Public Protection Committee and the Union for review and action. If the request is approved by both entities, the employee may return to his/her previous bargaining unit position without loss of benefits. Seniority will not accrue during the absence.

3. **Article 10** - Add third paragraph to Section 10:04 PTO: to read as follows:

PTO cannot be used in the same pay period in which it is earned.

4. **Article 10, Section 10:07 - Termination in Good Standing** - Add the following language:

...OR the employee may elect to convert all of his/her Personal Sick Leave Bank accrued time into a cash-equivalent to be used to pay monthly premiums of health insurance. At the employee's option s/he can pay a percentage of the monthly insurance premium in cash and the additional percentage (to equal 100%) would be paid from the accumulated funds set forth herein until such time as the PTO bank is depleted. The percentage rates as determined by the employee can be adjusted once annually, when the Finance Department sends out notices to the employees (usually in January). The designated contribution paid from the accumulated funds held by the County cannot be less than twenty-five percent (25%). To be eligible for this, an employee must...

5. **Article 10, Section 10:11 - Probationary Period** - Create to read as follows:

An employee who does not successfully complete his/her probationary period is not eligible for a pay-out of PTO upon termination.

6. **Article 11, Section 1, Medical Insurance** - Revise to read as follows:

Effective with the December, 2002 payment for January, 2003 coverage, the employer will pay ninety percent (90%) of the total monthly health insurance

Exhibit B



premium; the employee will pay ten percent (10%) of the total monthly health insurance premium. At the termination of the contract, the cost of any health insurance increases will be equally split between the parties until a successor agreement is reached.

7. **Article 12, Section 1, Funeral Leave** - Revise second sentence to read as follows:

Paid funeral leave shall commence the day following the death of employee's immediate relative, but in no event will more than five (5) days be paid and only for those days the employee lost work and not for those days an employee is not required to work.

8. **Article 12, Section 3, Schedule for Funeral Leave** - Add to the "up to 5 days" section
...Brother, Sister, Grandparent

9. **Article 13, Clothing Allowance** - Revise last sentence to read as follows:

The Investigators shall be granted a clothing allowance of \$350 per year for 2003 and \$375 per year for 2004, payable in two (2) installments in lieu of uniform maintenance.

10. Revise Exhibit B to read as follows:

Filling of the Position of Primary Services Deputy

Whenever the County determines that a vacancy or new position as a Primary Services Deputy is to be filled, said vacancy or new position shall be posted for seven (7) calendar days in overlapping weeks on the bulletin board provided by the County for Association use. The posting shall set forth the job duties and responsibilities, required qualifications, and rate of pay. Interested bargaining unit employees shall make application to the Personnel Office. The County may, at its discretion, provide for additional recruitment of the vacancy or new position to the general public.

Qualifications Necessary to Apply:

An applicant must be a Certified Law Enforcement Officer in the State of Wisconsin. If the applicant is a current employee in the Sheriff's Department, s/he must have a minimum of one (1) year of continuous service as an officer in the department. Qualifying positions include Corrections Officer II, Security Officer II, Court Officer, Investigator, and Process Server. Continuous years of service does not include time spent in the reserves or auxiliary services, or time spent in a temporary (non-benefit) position. If the applicant is not a current employee in the Sheriff's Department, s/he must have a minimum of three (3) years of continuous law enforcement service in which s/he is a certified law enforcement officer, and, if not from the State of Wisconsin, must be able to claim Certified Law Enforcement Officer status in the State of Wisconsin prior to starting employment with the County.

The Selection Process:

Phase 1 - Written Test - All applicants will be given an opportunity, at a selected date, time, and location, to complete a knowledge and skills-related test which reflects the duties, responsibilities, and know-how necessary to perform the job of Primary Services Deputy. No candidate scoring below the 70% correct level will be permitted to continue in the selection process. The test will count for a maximum of thirty (30) of the points.

Phase 2 - Interview - The top ten scoring applicants (or less if there are fewer qualifiers) will be asked to participate in the interview process. The Interview Panel will include one (1) representative from the Personnel Department, one (1) representative from the Public Protection Committee, one (1) representative from management in the Sheriff's Department and two (2) representatives from area Sheriff's Departments. Each member of the Interview Panel will rate the candidates in order from first choice to last choice. The interview will count for a maximum of sixty (60) of the points.

Phase 3 - Union Credit - Once phase one and phase two of the Selection Process have been completed, participants who are members of the local LAW Union on or before December 31, 2002 shall receive an additional union credit for years of service—to be added to the composite scores as developed by the Personnel Department. The Union Credit is as follows:

completed	1 to 3 years of service	2 points/year
completed	4-5 years of services	4 points/year
completed	6+ years of services	5 points/year to a maximum of 35 points

The maximum score for Phase 1 is 30 points; the maximum score for Phase 2 is 60 points. The Personnel Department provides the Sheriff with a list of the top three candidates from which he makes the final selection. If more than one vacancy exists, the Sheriff makes the final appointment from the list with an additional name being added so that the Sheriff always has three (3) candidates from which to make his/her selection (assuming that there are that many candidates). The eligibility list is valid for twelve (12) months from the date it was established.

Filling of the Positions of Court Officer and Process Server

Whenever the County determines that a vacancy or new position as a Court Officer or Process Server is to be filled, said vacancy or new position shall be posted for seven (7) calendar days in overlapping weeks on the bulletin board provided by the County for Association use. The posting shall set forth the job duties and responsibilities, required qualifications, and rate of pay. Interested bargaining unit employees shall make application to the Personnel Office.

Qualifications Necessary to Apply:

An applicant must be a Certified Law Enforcement Officer in the State of Wisconsin, must be currently employed in a qualifying position in St. Croix County and must have a minimum of one (1) year of continuous service as an officer in the department. Qualifying positions include Corrections Officer II, Security Officer II, Court Officer, Primary Services Deputy, Investigator, and Process Server. Continuous years of service does not include time spent in the reserves or auxiliary services, or time spent in a temporary (non-benefit) position.

The Selection Process: The selection process will consist of a three-phase procedure to develop a composite score.

Phase 1--Written Test - All applicants will be given an opportunity, at a selected date, time, and location, to complete a knowledge and skills-related test which reflects the duties, responsibilities, and know-how necessary to perform the job. No candidate scoring below the 70% correct level will be permitted to continue in the selection process. The test will count as one-fourth (1/4) of the total score.

Phase 2 -Interview - The top ten scoring applicants (or less if there are fewer qualifiers) will be asked to participate in the interview process. The Interview Panel will include one (1) representative from the Personnel Department, one (1) representative from the Public Protection Committee, one (1) representative from management in the Sheriff's Department and two (2) representatives from area Sheriff's Departments. Each member of the Interview Panel will rate the candidates in order from first choice to last choice. The interview will count as one-half (1/2) of the total score.

Phase 3 Departmental Evaluation - The departmental evaluation is completed by management in the Sheriff's Department, with input from the management staff and other related managers. The evaluation will consist of such items as: work history, self-motivation, report-writing ability. A copy of the evaluation form is included in the Appendix. The departmental evaluation counts as one-fourth (1/4) of the total score.

Composite scores are developed by the Personnel Department using the three-phase procedure. When candidates are determined to be substantially equal, seniority shall be the determining factor. The Personnel Department provides the Sheriff with a list of the top three candidates from which he makes the final selection. If more than one vacancy exists, the Sheriff makes the final appointment from the list with an additional name being added so that the Sheriff always has three (3) candidates from which to make his/her selection (assuming that there are that many candidates). The eligibility list is valid for twelve (12) months from the date it was established.

11. Effective January 1, 2003, the positions of Primary Services Deputy, Security Officer II, Process Server, Investigator, and Court Officer will receive an across-the-board adjustment

to the pay grid of 2.0%. Effective January 1, 2003, the positions of Corrections Officer I and II will receive an across-the-board adjustment to the pay grid of 0.75%.

12. **Sideletter Agreement regarding Huber Law Officer - Revise** to read as attached Sideletter A.
13. **Sideletter Agreement regarding Field Training Officer - Revise** to read as attached Sideletter B.

Respectfully submitted,

WELD, RILEY, PRENN & RICCI, S.C.

By:  2/22/03
Stephen L. Weld Date
Attorneys for St. Croix County

F:\Doc\COUNTY ST. CROIX\CHIEF OF POLICE

**SIDELETTER A
SIDELETTER AGREEMENT BETWEEN ST. CROIX COUNTY AND
LAW FOR THE CONTRACT PERIOD 2003-2004
Huber Law Officer**

This Sideletter is entered into by and between St. Croix County ("County") and the St. Croix County Law Enforcement Employees' Association, Local 108 ("Union").

The parties hereby agree and stipulate to the following:

One of the filler shifts shall be designated as the "Huber Officer" shift. This is a special assignment which shall be included for bidding purposes during shift picks for Corrections Officers. The shift is between the hours of 6:00 a.m. and 10:00 p.m., scheduled according to the needs of the Huber inmates, and working a modified rotation including Monday through Friday work (see process server schedule). Though primary responsibility for the shift is the Huber population, it would also function as a shift filler for the scheduled hours.

The Huber Officer will receive 25¢ per hour in addition to the regular Corrections Officer II hourly rate.

This position is considered experimental and will be re-evaluated at the end of the contract period to determine if it should continue. The agreement regarding the Huber Officer position will sunset at the conclusion of this contract period.

Executed this _____ day of _____, 2003, at Hudson, Wisconsin.

ST. CROIX COUNTY

**ST. CROIX COUNTY LAW
ENFORCEMENT EMPLOYEES'
ASSOCIATION, LOCAL 108**

By: _____

By: _____

SIDELETTER B
SIDELETTER AGREEMENT BETWEEN ST. CROIX COUNTY AND
LAW FOR THE CONTRACT PERIOD 2003-2004
Field Training Officer

This Sideletter is entered into by and between St. Croix County ("County") and the St. Croix County Law Enforcement Employees' Association, Local 108 ("Union").

The parties hereby agree and stipulate to the following:

Field Training Officers assigned to assist new Corrections Officers and road deputies with training and orientation shall receive an additional two dollars (\$2.00) per hour for all hours worked performing training duties. Employees must be certified FTO's before being allowed to perform this duty.

Executed this _____ day of _____, 2003, at Hudson, Wisconsin.

ST. CROIX COUNTY

**ST. CROIX COUNTY LAW
ENFORCEMENT EMPLOYEES'
ASSOCIATION, LOCAL 108**

By: _____

By: _____

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**Stipulation of Tentative Agreements of the Parties
February 18, 2003**

1. Change all dates to reflect a 2-year duration, effective January 1, 2003, through and including December 31, 2004.
2. All classifications in the wage schedule shall receive an across-the-board wage increase of:

January 1, 2003	-	<u>3.0%</u>
January 1, 2004	-	<u>3.0%</u>
3. Sideletter Agreement (new) regarding **Health Insurance Team** – Create to read as attached in the Employer’s Sideletter C (attached).
4. Sideletter Agreements regarding **Arbitrator Selection** (*replacing Amedeo Greco with Coleen Burns*) and **Holiday/PTO Payout** – change dates to reflect agreements during 2003-2004 term.

OK
②
2/24/03

OK
CAB
2/27/03

Exhibit C

SIDELETTER C
SIDELETTER AGREEMENT BETWEEN ST. CROIX COUNTY AND
LAW FOR THE CONTRACT PERIOD 2003-2004
Health Insurance Team

This Sideletter is entered into by and between St. Croix County ("County") and the St. Croix County Law Enforcement Employee's Association, Local 108 ("Union").

The parties hereby agree and stipulate to the following:

For the duration of this contract, LAW will provide a member representative to the County's Health Insurance Team, which will be reviewing health insurance issues, options, and alternatives.

Executed this _____ day of _____, 2003, at Hudson, Wisconsin.

ST. CROIX COUNTY

**ST. CROIX COUNTY LAW
ENFORCEMENT EMPLOYEES'
ASSOCIATION, LOCAL 108**

By: _____

OK
[Signature]
2/20/03

By: _____

OK
[Signature]
2/20/03

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SIDELETTER D
SIDELETTER AGREEMENT BETWEEN ST. CROIX COUNTY AND
LAW FOR THE CONTRACT PERIOD 2003-2004
Arbitrator Selection

This Sideletter is entered into by and between St. Croix County ("County") and the St. Croix County Law Enforcement Employees' Association, Local 108 ("Union").

The parties hereby agree and stipulate to the following:

The parties agree that should a grievance be processed to arbitration before the Wisconsin Employment Relations Commission the parties shall request the Commission to appoint one of the following staff arbitrators to hear the grievance arbitration:

William Houlihan
Coleen Burns
Richard McLaughlin

In the event one party or the other wishes to delete one of these three names from the list, it shall do so by contacting the other party and suggesting alternative names. When the parties agree on a replacement, the Sideletter shall be amended.

Executed this _____ day of _____, 2003, at Hudson, Wisconsin.

ST. CROIX COUNTY

**ST. CROIX COUNTY LAW
ENFORCEMENT EMPLOYEES'
ASSOCIATION, LOCAL 108**

By: OK 2/27/03

By: OK 2/27/03

SIDELETTER E
SIDELETTER AGREEMENT BETWEEN ST. CROIX COUNTY AND
LAW FOR THE CONTRACT PERIOD 2003-2004
Holiday/PTO Payout

This Sideletter is entered into by and between St. Croix County ("County") and the St. Croix County Law Enforcement Employees' Association, Local 108 ("Union").

The parties hereby agree and stipulate to the following:

The County agrees to pay out holiday pay and PTO pay in a separate check to employees.

Executed this _____ day of _____, 2003, at Hudson, Wisconsin.

ST. CROIX COUNTY

By: _____

OK
C
2/27/03

**ST. CROIX COUNTY LAW
ENFORCEMENT EMPLOYEES'
ASSOCIATION, LOCAL 108**

By: _____

OK
C
2/27/03

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